

# CRIMINAL JUSTICE NON-DISCLOSURE AGREEMENT

This agreement outlines the responsibilities of the

(\_\_\_\_\_  
RECIPIENT AGENCY NAME

Access to the following UCJIS files is available by the

(\_\_\_\_\_  
PROVIDER AGENCY NAME

- ☐ Utah Computerized Criminal History (UCCH)
- ☐ National Crime Information Center (NCIC)
- ☐ International Justice and Public Safety Network (Nlets)
- ☐ Statewide Warrants (SWW)
- ☐ Driver License Division (DLD)
- ☐ Motor Vehicle Division (MVD)

By accepting access as set forth above, the Recipient Agency agrees to adhere to the following UCJIS policies in order to ensure continuation of that access: (If items 1, 2, or 3 do not apply, mark the appropriate space with "NA.")

1. \_\_\_\_\_ **TIMELINESS**  
NCIC records will be entered, removed or modified promptly to ensure maximum system effectiveness.
2. \_\_\_\_\_ **QUALITY ASSURANCE/VALIDATION**  
Validation is required for the following NCIC entries: wanted/missing/unidentified persons, violent gang, identity theft, boat, license plate, vehicle, gun and securities. This requires the agency to confirm the record is complete, accurate, and still outstanding or active.
3. \_\_\_\_\_ **HIT CONFIRMATION**  
Within ten (10) minutes of a priority NCIC hit confirmation request, or one (1) hour after a routine NCIC hit confirmation request, on an NCIC entry to furnish to the requesting agency a record confirmation, a response indicating the validity of the record in question or a notice of the specific amount of time necessary to confirm the hit.
4. \_\_\_\_\_ **SECURITY**  
The Recipient Agency agrees to destroy the information obtained from the state computer when it is no longer needed for the purpose for which it was provided.

5. \_\_\_\_\_ DISSEMINATION

Dissemination of UCCH information is governed by Section 53-10-108 of the Utah Code Annotated. This information may be disseminated to criminal justice agencies for criminal justice purposes, criminal justice employment, as well as properly identified individuals that wish to view their own records if the agency has agreed to disseminate personal records and has a policy on file with BCI.

6. \_\_\_\_\_ TRAINING

The Provider Agency shall train the Recipient Agency on the integrity of UCJIS. The Provider Agency shall familiarize the Recipient Agency regarding the laws, rules, policies and procedures of the system.

7. \_\_\_\_\_ AUDIT

An audit will be conducted by BCI and/or the FBI every three years as outlined in the NCIC policy. This audit is a way of guaranteeing the completeness and accuracy of information in UCJIS.

8. \_\_\_\_\_ LOGGING

BCI requires that the Provider Agency log the name of the requestor and the purpose for which the information will be disseminated.

9. \_\_\_\_\_ USE OF THE SYSTEM:

The Recipient Agency agrees to comply with all state and federal statutes and regulations as stated in the addendum, and to use the information received over UCJIS for criminal justice investigations, criminal justice employment, and agency determined Right of Access purposes only.

If this agreement is to provide information on a continuing basis, the Recipient Agency reserves the right to immediately suspend furnishing information under this agreement when any rule, policy, procedure, regulation, or law described in the *NCIC Operating Manual*, *BCI Operating Manual* and the BCI User Agreement is violated or appears to be violated.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Recipient Representative (*Agency Administrator*)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Agency Representative (*Agency Administrator*)

**AUTHORIZED PERSONS  
NON-DISCLOSURE AGREEMENT**

RECIPIENT AGENCY ORI:		
RECIPIENT AGENCY NAME:		
ADMINISTRATOR:		
DIVISION:		
ADDRESS:		
PHONE NUMBER:		
<b>AUTHORIZED PERSON</b>	<b>TITLE</b>	<b>PHONE</b>

**NOTE:** It is the recipient agency's responsibility to supply the provider agency with all changes, deletions, additions, etc., as soon as such information is available. Failure to do so is a violation of this non-disclosure agreement.

Revised May 2010